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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DANILO DEL VALLE, an Individual, and
JENNIFER DEL VALLE, an Individual,

CASE NO. 5:09-cv-01940-PVT

Plaintiffs,
vs.

STIPULATION OF NON-MONETARY STATUS OF DEFENDANT NDEX WEST, LLC

INDYMAC FEDERAL BANK, F.S.B., a Delaware Corporation; NDEX WET, LLC, a Delaware Corporation; ALLIANCE BANCORP, a California Corporation, and DOES 1 through 10, inclusive,

[NO HEARING REQUIRED]

Defendants.

1 IT IS HEREBY STIPULATED by and between plaintiffs DANILO DEL
2 VALLE, and JENNIFER DEL VALLE (collectively “Plaintiffs”) and defendant
3 NDEX WEST, LLC, a Delaware corporation, (“Defendant NDEX WEST, LLC”)
4 through their undersigned attorneys of record, as follows:

5 1. Plaintiffs’ claims in this action arise from the origination and/or
6 servicing of a residential mortgage loan and primarily affect Plaintiffs, their original
7 mortgage lender, its successor(s)-in-interest, and/or the loan servicing agent(s) for
8 such mortgage lender(s). Defendant NDEX WEST, LLC had no involvement in the
9 origination or servicing of the subject mortgage loan and has been joined as a
10 defendant based upon its limited role in handling a non-judicial foreclosure as agent
11 for the mortgage lender(s) and/or as successor trustee under the subject Deed of Trust
12 and solely for the purpose of having all necessary parties before the Court.

13 2. Plaintiffs do not assert any claims for monetary relief against
14 Defendant NDEX WEST, LLC, and their Complaint does not allege any misconduct
15 on its part in the performance of its duties and/or in its handling of the non-judicial
16 foreclosure as agent for the mortgage lender(s) and/or as successor trustee under the
17 subject Deed of Trust. Defendant NDEX WEST, LLC shall have no liability to
18 plaintiffs for any monetary damages, attorney’s fees or costs of suit.

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3. Defendant NDEX WEST, LLC agrees to be bound by any non-monetary judgment or order that may be entered by the Court concerning (a) ownership and title to the subject real property, (b) the validity, enforceability and priority of the subject Deed of Trust, and/or (c) the non-judicial foreclosure proceeding.

THE LAW OFFICES OF CARLO O.
REYES

Dated: October , 2009

By:

~~GARLO Q. REYES~~

Attorney for Plaintiffs DANILO DEL VALLE and JENNIFER DEL VALLE

**BARRETT DAFFIN FRAPPIER
TREDER & WEISS, LLP**

Dated: October ___, 2009

By:

THOMAS K. AGAWA

Atorneys for Defendant NDEX WEST, LLC

3. Defendant NDEX WEST, LLC agrees to be bound by any non-monetary judgment or order that may be entered by the Court concerning (a) ownership and title to the subject real property, (b) the validity, enforceability and priority of the subject Deed of Trust, and/or (c) the non-judicial foreclosure proceeding.

THE LAW OFFICES OF CARLO O.
REYES

Dated: October , 2009

By:

CARLO O. REYES
Attorney for Plaintiffs DANILO DEL
VALLE and JENNIFER DEL VALLE

**BARRETT DAFFIN FRAPPIER
TREDER & WEISS, LLP**

Dated: October , 2009

By:

THOMAS K. AGAWA
Attorneys for Defendant NDEX WEST, LLC